

**Fill in this information to identify the case:**

Debtor 1 DANIEL D MILLER fdba Wood-Fired Catering, LLC  
Debtor 2  
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of Pennsylvania  
Case number 21-70021-JAD

**Official Form 410S1**

**Notice of Mortgage Payment Change**

**12/15**

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

**Name of creditor:** Freedom Mortgage Corporation

**Court claim no. (if known):** 8

**Last four digits** of any number you 4879  
use to identify the debtor's account:

**Date of payment change:** 05/01/2023

Must be at least 21 days after date of  
this notice

**New total payment:** \$924.78  
Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment**

**Will there be a change in the debtor's escrow account payment?**

- ☒ No  
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law.  
Describe the basis for the change. If a statement is not attached, explain why:

**Current escrow payment:** \$ \_\_\_\_\_ **New escrow payment:** \$ \_\_\_\_\_

**Part 2: Mortgage Payment Adjustment**

**Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate note?**

- ☐ No  
☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

**Current interest rate:** 3.25 % **New interest rate:** 4.25 %

**Current principal and interest payment:** \$ 472.59 **New principal and interest payment:** \$ 525.06

Because the interest rate adjustment under the terms of the loan documents, or escrow adjustment, was not noticed in this Court at least 21 days before a payment in the new amount is due, in the event this Notice of Payment Change ("PCN") reflects an increase in the total new payment amount, the Debtor will not be responsible for the increased payment amount until the first payment due date that is at least 21 days from the date this PCN is filed and served. The Debtor's account will be credited for the difference between the current total payment amount and any increased total payment amount reflected in this PCN that accrued prior to the first payment due date that is at least 21 days from the date this PCN is filed and served. In the event this PCN reflects a decrease in the total new payment amount, the payment change will be effective as of the date reflected in this PCN. This does not constitute a modification of the payment obligations under the terms of the promissory note, mortgage, or other loan documents.

**Part 3: Other Payment Change**

**Will there be a change in the debtor's mortgage payment for a reason not listed above?**

- ☒ No  
☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.  
Reason for change: \_\_\_\_\_

**Current mortgage payment:** \$ \_\_\_\_\_ **New mortgage payment:** \$ \_\_\_\_\_

Debtor1 DANIEL D MILLER fdba Wood-Fired Catering, LLC Case number (if known) 21-70021-JAD  
First Name Middle Name Last Name

#### Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

**x** /s/ Mario Hanyon  
Signature

Date 05/31/2023

**Print: Mario Hanyon (203993)**

First Name Middle Name Last Name

Title Attorney

Company Brock & Scott, PLLC

Address 3825 Forrestgate Dr.  
Number Street

Winston-Salem, NC 27103  
City State ZIP Code

Contact phone 844-856-6646

Email PABKR@brockandscott.com

Document Page 3 of 6  
**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**  
*Johnstown Division*

|   |   |
|---|---|
| IN RE:<br>DANIEL D MILLER fdba Wood-Fired Catering, LLC   | Case No. 21-70021-JAD<br>Chapter 13                                   |
| Freedom Mortgage Corporation,<br><br>Movant   | Hearing Date: TBD<br><br>Hearing Time: TBD<br><br>Objection Date: TBD |
| vs.   |   |
| DANIEL D MILLER fdba Wood-Fired Catering, LLC ,<br>Debtor<br>and<br><br>Ronda J Winnecour<br>Respondent |   |

**CERTIFICATE OF SERVICE OF NOTICE OF MORTGAGE PAYMENT CHANGE**

I certify under penalty of perjury that on this day, I served or caused to be served the Notice of Mortgage Payment Change on the parties at the addresses shown below or on the attached list.

The type(s) of service made on the parties (first-class mail, electronic notification, hand delivery, or another type of service) was:

Via CM/ECF electronic notice:

Kenneth P Seitz, Esq.  
P.O. Box 211  
Ligonier, PA 15658  
*Counsel for Debtor*

Ronda J Winnecour  
Suite 3250, USX Tower  
600 Grant Street  
Pittsburgh, PA 15219  
*Chapter 13 Trustee*

Office of the United States Trustee  
Liberty Center.  
1001 Liberty Avenue, Suite 970  
Pittsburgh, PA 15222  
*US Trustee*

Via First Class Mail:

DANIEL D MILLER  
2027 KRING ST  
JOHNSTOWN, PA 15905  
*Debtor*

If more than one method of service was employed, this certificate of service groups the parties by the type of service. For example, names and addresses of parties served by electronic notice will be listed under the heading "Via CM/ECF electronic notice" and those served by mail will be listed under the heading "Via First Class Mail".

EXECUTED ON: May 31, 2023

/s/Mario Hanyon

Andrew Spivack, PA Bar No. 84439

Matt Fissel, PA Bar No. 314567

Mario Hanyon, PA Bar No. 203993

Ryan Starks, PA Bar No. 330002

Jay Jones, PA Bar No. 86657

Attorney for Creditor

BROCK & SCOTT, PLLC

3825 Forrestgate Drive

Winston Salem, NC 27103

Telephone: (844) 856-6646

Facsimile: (704) 369-0760

E-Mail: PABKR@brockandscott.com

**PAWB Local Form 7 (07/13)**

FREEDOM MORTGAGE®

FOR RETURN SERVICE ONLY  
 PLEASE DO NOT SEND PAYMENTS TO THIS ADDRESS  
 P.O. BOX 619063  
 DALLAS, TX 75261-9063

PO Box 50485, Indianapolis, IN 46285-0485

February 20, 2023

DANIEL D MILLER  
 2027 KRING ST  
 JOHNSTOWN PA 15905-6909

Property Address:  
 2027 KRING ST  
 JOHNSTOWN PA 15905  
Loan Number:

### Changes to Your Mortgage Interest Rate and Payment on April 1, 2023

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 12 month period during which your interest rate stayed the same. That period ends on April 1, 2023 so on that date your interest rate may change. After that, your interest rate may change every 12 month(s) for the remainder of your loan term. Any change in your interest rate may also change your mortgage payment.

|                                   | Current Rate<br>and Monthly Payment | New Rate<br>and Monthly Payment             |
|-----------------------------------|-------------------------------------|---|
| Interest Rate                     | 3.25000%                            | 4.25000%                                    |
| Principal and Interest<br>Payment | \$472.59                            | \$525.06                                    |
| Escrow (Taxes and<br>Insurance)   | \$399.72                            | \$399.72                                    |
| <b>Total Monthly Payment</b>      | <b>\$872.31</b>                     | <b>\$924.78</b><br><b>(due May 1, 2023)</b> |

**Interest Rate:** We calculated your interest rate by taking a published “index rate” and adding a certain number of percentage points, called the “margin”, then rounding to the nearest one-eighth (.125%). Under your loan agreement, your index rate is 4.87000% as of February 13, 2023 and your margin is 2.25000%. The 1 YEAR TREASURY WEEKLY CMT is published Weekly in the FEDERAL RESERVE H15.

**Rate Limit(s):** Your rate cannot go higher than 7.50000% over the life of the loan. Your rate can change each year by no more than 1.00000%.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. Your new monthly payment is based on the 1 YEAR TREASURY WEEKLY CMT, your margin 2.25000%, your loan balance of \$96,556.42, and your remaining loan term of 298 months.

**Prepayment Penalty:** None

  
FREEDOM MORTGAGE®

PO Box 50485, Indianapolis, IN 46285-0485

ACH Payments: If you are currently enrolled in automatic payments, your automatic payment will change to the new amount on your regularly scheduled debit date.

Your total monthly payment could change if there is an increase or decrease in the monthly escrow payment.

**If You Anticipate Problems Making Your Payments:**

- If you are experiencing financial difficulties, contact Freedom Mortgage Corporation toll free at (855) 690-5900 to make payment arrangements. You may also visit our website at [www.freedommortgage.com](http://www.freedommortgage.com)
- If you seek an alternative to upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
  - Refinance your loan with us or another lender;
  - Sell your home and use the proceeds to pay off your current loan;
  - Modify your loan terms with us;
  - Payment forbearance temporarily gives you more time to pay your monthly payment.

**Counseling Agencies and Programs:**

- U.S. Department of Housing and Urban Development (HUD) toll free (800) 569-4287 or visit their website [www.hud.gov](http://www.hud.gov).
- U.S. Consumer Financial Protection Bureau (CFPB) for state housing finance authorities [www.consumerfinance.gov/mortgagehelp](http://www.consumerfinance.gov/mortgagehelp)

**You can access your loan information 24 hours a day, seven days a week by logging on to**

**[www.freedommortgage.com](http://www.freedommortgage.com)** or through our automated phone system at (855) 690-5900. If you need to speak with a Customer Care Representative, please call Monday through Friday 8:00 AM – 8:00 PM and Saturday 9:00 AM – 2:00 PM Eastern Time.

Sincerely,

Customer Care Department  
Freedom Mortgage Corporation

**FREEDOM MORTGAGE CORPORATION IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED BECAUSE OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.**